



City of Norfolk

RFP 4812-0-2016

EVENT PERSONNEL AND CROWD MANAGEMENT SERVICES

Issuing Office: Office of the Purchasing Agent

Attn: Michele Disney, Buyer I

232 E. Main Street, Suite 250

Norfolk, VA 23510

V: 757-664-4024

michele.disney@norfolk.gov

Issued: August 25, 2015

RFP OPENING DATE AND TIME: October 14, 2015

2:00 p.m. Eastern Time

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1_____ #2_____ #3_____ #4_____ (Please Initial)

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS RFP, IN ACCORDANCE WITH THE REQUIREMENTS OF AND ATTACHED AGREEMENT TERMS & CONDITIONS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN REJECTION OF THE OFFERORS PROPOSAL.

Offeror Legal Name:	
Virginia State Corporation Commission Number:	
Offeror Contact Name:	
Offeror Contact Email Address:	
Offeror Contact Telephone Number:	
Authorized Agent Signature:	
Authorized Agent Name (Printed):	
Authorized Agent Contact Email:	
Authorized Agent Contact Phone:	

TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
SECTION I – BACKGROUND, PURPOSE AND SCOPE OF SERVICES	4
A. BACKGROUND	4
B. PURPOSE / AGREEMENT FOR SERVICES	4
C. SCOPE OF SERVICES:.....	4
SECTION II – INSTRUCTIONS TO OFFERORS.....	10
A. CONTRACT TERM:	10
B. CONTACT WITH CITY STAFF, REPRESENTATIVES, AND/OR AGENTS:.....	10
C. OFFERORS OF RECORD:	10
D. PRE-PROPOSAL CONFERENCE:	10
E. QUESTIONS AND ADDENDUM(S):.....	10
F. SCHEDULE OF EVENTS:	10
G. RFP CLOSING:	11
H. DISPOSITION OF PROPOSALS:.....	11
I. PROPRIETARY INFORMATION/Non-DISCLOSURE:	11
J. OFFEROR OBLIGATION:	12
K. ANTI-COLLUSION:.....	12
L. ETHICS IN PUBLIC CONTRACTING:.....	12
M. NONDISCRIMINATION:	12
N. DEBARMENT CERTIFICATION:	12
O. INSURANCE REQUIREMENTS/INDEMNIFICATION:.....	12
P. TAX EXEMPTION:.....	14
Q. COMPLIANCE WITH FEDERAL IMMIGRATION LAW:	14
R. COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH:	14
S. SOLICITATION:	15
T. AWARD:.....	15
U. PROTESTS:	15
V. COOPERATIVE AGREEMENT:	16
SECTION III– PROPOSAL SUBMITTAL REQUIREMENTS.....	17
A. GENERAL	17
B. PROPOSAL STANDARDS	17
C. UNNECESSARILY ELABORATE RESPONSES	17
D. PROPOSAL SUBMISSION.....	17
I. RFP COVER PAGE.....	18
II. INTRODUCTION OF OFFEROR.....	18
III. EXPERIENCE IN PROVIDING SIMILAR SERVICE.....	18
V. REFERENCES	19
VI. PRICING (SEPARATE SEALED ENVELOPE)	19
VII. EXCEPTIONS TO THE CITY’S CONTRACTUAL TERMS AND CONDITIONS.....	19
E. PROPOSAL EVALUATION PROCESS:	19
F. PRESENTATION PREPARATION:	19
G. PREPARATION OF PROPOSALS:	20

H. COST INCURRED IN RESPONDING:	20
Attachment A: Anti-Collusion Statement	21
Attachment B: Ethics in Public Contracting	22
Attachment C: Nondiscrimination	24
Attachment D: Debarment Certification	25
Attachment E: Compliance with Federal Immigration Law	27
Attachment F: Compliance with State Law – Authorization to Transact Business in the Commonwealth of Virginia	28

Remaining page intentionally left blank.

SECTION I – BACKGROUND, PURPOSE AND SCOPE OF SERVICES

A. Background

This is a request for proposals to provide Event Crowd Management Services, as requested by the City of Norfolk (City), at SCOPE, Chrysler Hall, Attucks Theater, Harrison Opera House and other SevenVenues facility events. Scope Arena is the largest capacity arena in south Hampton Roads, Virginia. With capacity for over 12,000 attendees it hosts large marquee artist concerts, East Coast Hockey League (ECHL) games, the Circus, Spectacle-type events, Mid-Eastern Athletic Conference (MEAC) Basketball Tournament, the Virginia International Tattoo and other family entertainment events. The Exhibition Hall serves “floor” shows and special events ranging from Gun Shows, Bridal Shows to the Gaming Experiences. Chrysler Hall is the region’s largest performing arts theatre and seats 2,500 attendees to comedy events, concerts and a wide-range of performing arts events hosted by acclaimed resident companies including the Virginia Arts Festival, Virginia Symphony, Jam Theatrical Broadway Series, Richmond Ballet, and Norfolk Forum. The total number of events for the facilities is approximately 228 per year with attendance for all events at approximately 473,282 attendees.

B. Purpose / Agreement for Services

The overall purpose of this work is to provide Department of Cultural Facilities, Arts & Entertainment with first class, front line event personnel. These staff will be representing the City and this Department to the public for SCOPE, Chrysler Hall, Attucks Theater, Harrison Opera House and other SevenVenues facility events. The primary goal is to treat the public with care and consideration, providing a positive experience which encourages them to come back to future events. This requires hiring and training of staff with excellent customer service skills. The estimated number of annual hours where staffing coverage is needed is between 1800- 2200 hours per year. The City of Norfolk invites all qualified Offerors to respond to the Request for Proposals (RFP) by submitting a proposal for these services consistent with the terms and conditions herein set forth. By submitting a response to this RFP, Offerors indicate an understanding of the proposal requirements. The successful Offeror will be expected to execute an agreement with the City of Norfolk in substantially the form of the attached agreement.

C. Scope of Services:

All personnel shall have a distinct uniform, approved by the City, and be responsible to provide guests, employees, and tenants with the highest levels of customer service. The selected Offeror’s services shall be designated by the following categories:

Event Attendants

- Usher: A uniformed attendant who aids patrons by providing directional guidance between entry points and seating areas, or other patron use areas. Ushers provide assistance during emergency situations and assist guests with issues such as ticketing problems, and general questions regarding facility services and directions. Such personnel shall be required, from time to time, to assist with light custodial duties for multiple event performances conducted on the same day.
- Door Guard: A uniformed attendant, who secures access to unauthorized areas, monitors emergency exits, provides assistance during emergency situations, and conducts pre-event inspections of ticket holders as directed by building management.

Such personnel shall be required, from time to time, to assist with light custodial duties for multiple event performances conducted on the same day.

- **Peer Group Security:** A uniformed attendant who provides “peer-group” crowd control, direction, and enforcement of facility rules and regulations governing patron conduct during events. Peer Group shall secure access to unauthorized areas, monitor free exits, and provide crowd control in emergency situations. Peer Group Security shall provide assistance during emergency situations and pre-concert door inspection of ticket holders when requested by building management and provide barricade/stage security. Peer Group Security shall obtain the necessary State Security License prior to employment.
- **Ticket Taker:** A uniformed attendant who takes and screens event admission tickets from patrons, provides limited directional guidance, and secures doors from unauthorized entry. Ticket Takers shall provide assistance during emergency situations and assist with pre-event door inspections. Such personnel shall be required, from time to time, to assist with light custodial duties for multiple event performances conducted on the same day.
- **Parking Attendant:** On occasion the City shall require a uniformed attendant who aids our clients specified attendees by providing directional guidance during entry to, and exit from, facility parking areas. Such attendants shall also provide pedestrian guidance and traffic direction within parking areas and adjacent city streets. Parking Attendants shall provide assistance during emergency situations. Parking Attendants shall obtain state flagging license prior to employment.
- **Operations Crew Members:** A uniformed trained professional staff person to handle the requirements of an Operations Crew Member during events in Scope Arena, Chrysler Hall, Attucks Theatre, and other SevenVenues facilities as directed. These staff shall handle the janitorial needs during an event, or when requested during a non-event day. They shall also be called on to assist with some set up and breakdown during and after events as well.
- **Other Event Related Staffing:** There may be requests on occasion for staffing of ticket sellers, marketing related staffing and other staff as needed by Cultural Facilities, Arts & Entertainment directly related to the events. These staff could be for contractual related staff for a specified period of time or hourly staff as needed. Staff will not be used by the City as augmentation of existing Full Time Equivalent Department of Cultural Facilities, Arts and Entertainment (DCFAE) staff.

Event Managers and Supervisors

- **Event Supervisor:** An experienced and advanced uniformed staff member who will lead and direct the activities of event attendants in one or more functional areas of event operations.

Facility Watch Attendants

- On occasion the City may require watch personnel. They shall have a distinct uniform and be responsible to provide guests, employees and tenants with the highest levels of customer service.

Twenty-Four (24) hour Security Guard

- A uniformed attendant who monitors and controls entry of person, lost and found articles, supplies and equipment into the Scope Arena, Chrysler Hall, Scope/Chrysler Hall Plaza, Exhibition Hall and other of our SevenVenues facilities as deemed necessary through designated service entries, and who monitors facilities on a continuing basis for a specified period of time.

D. RESPONSIBILITIES OF CONTRACTOR

1. Assistance – Advice. The selected Offeror shall not render any service described by this Agreement except as such is specifically requested by the City representative in the manner described herein. When requested, the Contractor will be provided a written list, by City event coordinators, requesting required staffing positions and hours at least forty-eight (48) hours prior to the commencement of each event.

Verbal Demand for Services – Exigent Circumstances. In certain limited circumstances where time or exigencies of the moment prevent or make impracticable a written request for services as described above Contractor shall provide services in response to a verbal request for services by the City representative, provided, however, that not later than 24 hours after receipt of such request, the parties shall cooperatively make a written record of such verbal request, which record will be acknowledged by both parties and which shall be kept in the records of each.

It shall be the Contractor's responsibility hereunder to render advice, assistance, and services to the City. City will approve the numbers and categories of service personnel required for any given performance or event. Contractor shall supply, as requested by the City, staff, qualified, trained, and able to perform such services at the highest level of competence based on the position requirements. The City reserves the right to call for the immediate dismissal from the premises of any Contractor personnel deemed unfit by City event staff.

2. Training. Contractor shall be responsible to provide, at its own expense, all necessary training and continuous retraining of all of its employees, to ensure that each function required of them in their employment under this Agreement shall be performed at the highest levels of competence to ensure the safety, health, comfort, and enjoyment of the attending public and patrons at the Scope Arena, Chrysler Hall, Attucks Theatre, Harrison Opera House and or any other new or existing SevenVenues facilities as needed. Contractor shall provide to City a monthly training calendar indicating planned training programs. The City will review and approve all training classes provided to Contractor staff. The City will provide adequate space, when available, to train the employees of the Contractor at the Scope Arena, Chrysler Hall, Attucks Theatre, Harrison Opera House, and other SevenVenues facilities at no charge to the Contractor. The Contractor shall keep up-to-date training records on all personnel and the City retains the right to review such records. Failure of the Contractor to provide ongoing training and documentation proving training has been completed by event staff shall be grounds for the City to claim Contractor breach and/or default.
3. Management/Administration/Clerical. The Contractor shall provide all necessary managerial, administrative, and clerical personnel to insure performance hereunder at the highest degree of expertise. Such support shall be provided without additional charge to the City. The City

shall have the right to require replacement of any of the Contractor's employees if, in the sole judgment of the City representative the Contractor employee is failing to perform the minimum requirements of the position. The Contractor's General Manager or a designee approved by the City shall be present for all major events for the duration of this agreement.

Record of Demand Required for Payment. No payment for any service rendered pursuant to this Agreement will be made unless submittal for payment is accompanied by true copies of the detailed billings for actual services provided. These bills shall be itemized and submitted on the day of the event, when requested, or the next business day.

4. **Coordination with Official Authorities.** Contractor shall keep its employees and supervisors in constant and close communication with City police and emergency medical personnel present at the Scope Arena, Chrysler Hall, Attucks Theatre, Harrison Opera House and other SevenVenues facilities as deemed necessary in a manner and using such channels of communication and authority as are directed by the City representative or his emergency services coordinator. In the event of an emergency, the Contractor shall defer to the authority and supervision of such official City police, fire, and emergency persons as are at the scene.
5. **Equipment – Uniforms.** The Contractor shall provide, at its expense, all equipment, including, but not limited to – ear plugs, incident reports, clickers, aprons, office supplies, office furniture, hand-held radios, and an ample supply of uniforms that are reasonable in cost, suitable of purpose, and aesthetically pleasing, required for performance as defined in this Agreement. Contractor shall provide, at its expense, the service, maintenance, and replacement of all equipment and uniforms required during the term of this Agreement so as to keep all such uniforms and equipment in clean and fully operational condition at all times. All uniforms shall be approved as to design, logo and color, by a City representative before ordering by the Contractor. Uniforms shall be appropriate for the building and event. Uniforms shall include slacks or shorts when acceptable, but shall not include denim pants or tops. City will have the right to place City's facility logos on contractor's uniforms. City also has the right to request that City's facility logos are the predominant logos on all Contractor uniforms. Contractor shall replace worn or tattered uniforms and equipment when necessary or as directed by the City. Contractor shall clean or repair any uniform or equipment when its appearance is inconsistent with the good reputation and image of the City and its facilities. The Contractor's office space and furnishings shall be comparable in design and décor to the administrative areas occupied by the City. No employee of the Contractor shall carry, have on hand, or use any firearm, night stick, mace, blackjack, pepper spray, taser, or other similar instrument and or weapons.
6. **Responsive Performance.** All persons acting on behalf of the Contractor in the performance of this Agreement shall be supervised, directed, trained, and at all times controlled so that such personnel can be responsive immediately to the needs and requirements of the City facilities defined herein, as the same may arise or change from time to time during the course of an event or during the course of their service.
7. **Licenses and Permits.** Contractor shall be required to register for, acquire, and make all payments for any licenses, permits, or authority from any public agency including the City of Norfolk, the Commonwealth of Virginia ordinarily and necessarily required to allow contractor

to legally engage in the business activities required in the performance of this Agreement. Contractor, by making this Agreement, promises that it, and all persons in its employ, can fulfill all such requirements and acquire all such licenses and permits so as to allow performance in accordance with the terms of the Agreement. All security personnel shall carry their training credentials at all times while on City's premises. If alcohol enforcement personnel are requested, they SHALL be licensed and properly trained in the curriculum agreed to by City and Contractor. Failure to do so shall be deemed a contract default issue.

- 8. Security of Persons and Property.** The parties agree that the major responsibility of the Contractor shall be to assist the City in providing for the security, safety, and well-being of persons and property at the facilities of the City's Department of Cultural Facilities, Arts & Entertainment. It shall be Contractor's responsibility to ensure, by training of its personnel and coordination and cooperation between its personnel and the City, to provide for such service at all levels of the Contractor's organization.
- 9. Record Keeping.** Contractor shall be responsible to keep the originals of all records required by this Agreement at the Contractors' Scope Arena office and available for inspection by the City representative or his/her designee, upon request. Contractor covenants and agrees to maintain all records required to be kept hereunder for a period of three years after the termination or expiration of this Agreement, and that during said period said records will be open to inspection by the City representative upon request at reasonable times at the normal place of storage of such records.
- 10. Taxes.** Contractor shall pay all taxes of every kind whatsoever which may become due or be levied as the result of the performance under this Agreement or any part hereof, including, if required. Contractor assumes the sole and entire responsibility for paying all withholding, social security, state industrial, and other payroll taxes, levies, or charges upon payroll, and the cost of all bookkeeping and accounting therefore, with respect to Contractor's employees during the course of performance hereunder. Contractor agrees to hold the City harmless from any claims of its employees whatsoever, whether or not such claims are meritorious, on account of disputes with its employees. Contractor further agrees that, in the event any employee or former employee of Contractor files a lien against any real estate owned by the City of Norfolk on account of labor or materials contributed to any City facility, operation, or project, Contractor shall take all necessary steps and pay all fees, including legal fees, as necessary to expeditiously cause said lien to be discharged, all at Contractor's expense.
- 11. Performance Management.** Contractor shall provide, at its expense, the City of Norfolk, Department of Cultural Facilities, Arts & Entertainment such tools as to evaluate Contractor and employee performance, including but not limited to – a Report Card to evaluate employee's facility knowledge, monthly electronic feedback tool, incident tracking system and other work tools as deemed necessary. Contractor shall also hold on-site monthly Contract Compliance Meetings with the SevenVenues Director or designee to review services provided. Failure to do so shall be deemed a contract default issue.

E. RESPONSIBILITIES OF THE CITY

In addition to the responsibility of the City set forth elsewhere in the scope of work, the City will:

- 1.** Make full and timely payment to the Contractor for services rendered within 30 days of an approved receipt of billing. Beyond the hourly billing rates, the City will not be responsible or liable for any other expenses, costs or fees incurred by the Contractor in the performance of their duties under this Agreement.
- 2.** The City will provide, at no charge to Contractor, sufficient office space to permit the Contractor to carry out its obligations hereunder in an efficient and effective manner, together with the necessary utilities to operate such office. The Contractor is responsible for phone lines and internet access in Contractor's office.
- 3.** The City will provide (8) reserved parking space for the Contractor's on-site designated staff at no charge to the Contractor.
- 4.** The City will provide adequate space for the initial and continual training to be given by the Contractor to its employees.
- 5.** The City will preserve for a period of not less than one (1) year following the termination or expiration of the Agreement, all books and records maintained relative to the payment of invoices presented by the Contractor in accordance with this Agreement.

SECTION II – INSTRUCTIONS TO OFFERORS

A. Contract Term:

The contract term shall be for five (5) years, beginning on or about January 1, 2016.

B. Contact with City Staff, Representatives, and/or Agents:

Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior written permission of the Purchasing Agent.

C. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office, DemandStar (www.demandstar.com) or eVA (www.eva.virginia.gov) shall contact the Issuing Office to confirm registration.

D. Pre-proposal Conference:

There will be a pre-proposal conference on TBD at 2:00pm at 741 Monticello Ave in Norfolk VA.

E. Questions and Addendum(s):

Successful Offerors shall carefully examine this RFP and any Amendment(s). Offerors are responsible for seeking clarifications, in writing, of any ambiguity, conflict, omission, or other errors in this RFP. Questions shall be addressed to Michele Disney, Buyer I at michele.disney@norfolk.gov. If the answer materially affects this RFP, the information will be incorporated into an Amendment and posted on DemandStar or eVA. This RFP and any Amendment(s) shall be incorporated, by reference, into any resulting Agreement. Offeror is responsible for checking DemandStar, eVA or with the Issuing Office within 48 hours prior to the proposal closing to secure any Amendment(s) issued as part of this RFP.

Oral comments and/or instructions do not form a part of this RFP. Changes or modifications to this RFP made prior to the date and time of closing will be addressed by Amendment from the Issuing Office. This RFP and any Amendment will be incorporated, by reference, into any resulting Agreement.

All questions shall be submitted no later than 5:00pm EST on Friday, September 18, 2015, no late questions will be considered. The answers to questions submitted will be provided in Amendment 1 which shall be posted on Friday, September 25, 2015. Questions regarding the answers provided in Amendment 1 shall be submitted no later than 5:00 PM EST on Wednesday, September 30, 2015, no late or new questions will be considered. Any answers to the questions will be posted in Amendment 2 on Friday, October 2, 2015, if necessary.

F. Schedule of Events:

Event	Date
RFP Issued	August 25, 2015

Pre-proposal	September 3, 2015 @ 1:00 PM EST.
Question 1 Deadline	September 18, 2015 @ 5:00 PM EST
Amendment 1 Issued	September 25, 2015
Question 2 Deadline	September 30, 2015 @ 5:00 PM EST
Amendment 2 Issued	October 2, 2015
Proposals Due	October 14, 2015 @ 2:00 PM EST
Oral Presentations	Week of November 16, 2015
Negotiations	Week of December 7, 2015
Intent to Award posted	TBD
Executed document	TBD
Contract begins	January 1, 2016

G. RFP Closing:

Offeror shall ensure its Proposal is delivered to and is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Offeror unopened.

Proposal Binding For One-hundred Eighty (180) Days:

Offeror agrees that its proposal shall be binding and may not be withdrawn for a period of one-hundred eighty (180) calendar days after the scheduled closing date of this RFP.

H. Disposition of Proposals:

All materials submitted in response to this RFP will become the property of the City on receipt by the City. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to Virginia Freedom of Information Act (VFOIA) public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the City except as to the disclosure restrictions contained in letter J, "Proprietary Information/Non-Disclosure."

I. Proprietary Information/Non-Disclosure:

Offeror is advised that City Code section 33.1-9 and Section 2.2-4342 of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall: Invoke the protections of this section prior to or upon submission of the data or other materials, Provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary. Submit trade secrets, confidential documents or other proprietary information under separate cover in a sealed envelope clearly marked "PROPRIETARY".

Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes. References to the proprietary information may be

made within the body of the proposal; however, all information contained within the body of the proposal shall be public information in accordance with State statutes. Trade secrets, confidential documents or proprietary information submitted by an offeror in conjunction with this RFP are not subject to public disclosure under the Virginia Freedom of Information Act ("VFOIA"). Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA. An all-inclusive statement that the entire Proposal is proprietary and/or confidential is unacceptable. A statement that offeror's costs and/or proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

J. Offeror Obligation:

Offeror shall carefully examine the contents of this RFP and any subsequent addenda and inform itself fully of the conditions relating to services required herein. Failure to do so shall not relieve the successful offeror of its obligation to fulfill the requirements of any contract resulting from this RFP.

K. Anti-Collusion:

Collusion or restraint of free competition, direct or indirect, is prohibited. Offerors are required to execute the anti-collusion statement. See Attachment A.

L. Ethics in Public Contracting:

The Offeror shall familiarize itself with Chapter 33.1, Article VII (§§ 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in § 33.1-86 thereof, which are attached. The Contractor shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment B.

M. Nondiscrimination:

The Offeror agrees that it will adhere to the nondiscrimination requirements set forth in Code of the Norfolk City § 33.1-53, which will be incorporated into any contract awarded. See Attachment C.

N. Debarment Certification:

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this RFP must be executed and returned with proposals. See Attachment D.

O. Insurance Requirements/Indemnification:

The Contractor shall indemnify and save harmless the City of Norfolk, Virginia and its representatives from and against losses and claims, demands, suits, actions, payments and judgments arising from personal injury or otherwise, brought or recovered against the City or its representatives by reason of any negligent act or omission of the Consultant, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of any claim or suit.

Contractor shall maintain during the term of this agreement insurance of the types and in the amounts described below. All general liability and automobile/vehicle liability policies will be

written in an "occurrence" form unless otherwise specifically approved by the City. The CITY OF NORFOLK and its employees will be included as "Additional Insured" on such policies. All insurance policies affected by this agreement shall be primary and noncontributory to any other insurance or self-insurance maintained by the City. Insurance policies shall provide that the Contractor will receive at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If the Contractor fails to maintain the insurance as set forth in this Agreement, the City shall have the right, but not the obligation, to purchase such insurance at Contractor's expense

COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial General Liability Insurance (CGL) with a limit of not less than \$3,000,000 each occurrence, \$5,000,000 general aggregate. Umbrella or Excess liability insurance may be used to provide these limits. Insurance shall be written on an approved ISO form for coverage in the Commonwealth of Virginia, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under insured contract.

WORKER'S COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY INSURANCE: The Contractor shall maintain the applicable statutory Workers' Compensation Insurance, and Employer's Liability Insurance with a limit of at least \$500,000 per accident/disease, and policy limit of \$500,000.

AUTOMOBILE/MOTOR VEHICLE LIABILITY INSURANCE: The Contractor shall maintain Automobile Liability insurance with a limit of not less than \$ 2 million combined single limit; or, Bodily Injury \$1,000,000 each person, \$2,000,000 accident, and Property Damage \$100,000 each accident. Such insurance shall cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and shall include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists. Coverage shall be written on an approved ISO Form for coverage in the Commonwealth of Virginia.

PRIVACY AND BREACH OF INFORMATION LIABILITY INSURANCE: The Contractor shall maintain during the life of this contract liability insurance as shall protect the Contractor against legal liability brought by third parties alleging one or more of the following actions arising from work performed while providing services in the performance of this contract.

- a. Dissemination of Information in Violation of Right of Privacy;
- b. Collecting Information in Violation of Right of Privacy;
- c. Theft and use of Information in Violation of Right of Privacy;
- d. Breach of privacy due to theft of data (e.g. credit cards, financial or health related data).

Such liability insurance coverage may be provided either by separate policies or in combination with other liability insurance required in this contract. The minimum acceptable limits of liability to be provided by such liability Insurance shall be: not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

FIDELITY AND FAITHFUL PERFORMANCE; The Contractor shall maintain during the life of this contract such Fidelity and Faithful Performance Insurance /Bond coverage as shall protect the Vendor's/his employee's dishonesty; forgery or alteration; theft, disappearance and destruction of

money and securities, as well as computer fraud and losses due to a lack of faithful performance which may arise from the performance of the Representative duties and obligations under this contract whether such operations be by the Contractor, the Contractor's staff, or by any Subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Insurance/bond shall be \$100,000 Each Incident/Annual Aggregate.

INSURANCE POLICIES/CERTIFICATE OF INSURANCE CONTRACTOR shall furnish the CITY with two (2) copies of the policies, or a certificate(s) of insurance evidencing policies, required in Paragraphs _____ of this Agreement. The certificate(s) shall specifically indicate that the insurance includes any extensions of coverage required in Paragraph _____ above. In the event of cancellation of, or material change in, any of the policies, the Contractor shall notify the City within at least 14 days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of this agreement.. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this Agreement/Contract, the CONTRACTOR shall furnish a certificate of insurance evidencing renewal of such coverage to the CITY within 10 days of the effective date such renewal. All certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the requirements of this agreement. Failure of the City, an, or the City's designated agents for this Agreement, to (1) demand such certificates or other evidence of full compliance with these requirements, and, or (2) identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.

SUBCONTRACTOR'S INSURANCE: The Contractor shall require each of his Sub-Contractors to take out and maintain during the life of the subcontract insurance coverage of the same type and limits required of the Contractor for work performed by the sub-contractor. Each Sub-contractor shall furnish to the Contractor two (2) copies of the policies, or certificates of insurance, evidencing such insurance. The Sub-Contractor shall comply with the same requirements regarding indications of coverage, renewal and submission of policies as is required of the Contractor. The Contractor shall furnish at least one copy the Sub-Contractor's policies/certificate to the City.

P. Tax Exemption:

The City is exempt from federal excise tax and from all State and local taxes. Offeror shall not include such taxes in any invoices under the contract. Upon request, the City will furnish the offeror with tax exemption certificates or the City's tax exempt number.

Q. Compliance with Federal Immigration Law:

The Offeror shall certify that, at all times during which any term of an agreement resulting from this RFP is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. See Attachment E.

R. Compliance with State Law – Authorization to Transact Business in the Commonwealth:

Offeror shall represent that it is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability

partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. See Attachment F.

S. Solicitation:

The Offeror shall not solicit, entice, hire, or otherwise interfere with the employment relationship of any employees of the City with whom the offeror comes into contact as a result of work under this procurement during the term of the contract and for six (6) months thereafter.

T. Award:

The award of a contract(s) shall be at the sole discretion of the City. Award(s) will be made to the Offeror(s) whose proposal is determined to be most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities. The City also reserves the right to enter into any contract deemed to be in its best interest, including the award of a contract to more than one offeror. Attached to this RFP is a sample contract that the successful offeror shall sign upon award (Attachment G).

Offerors shall submit proposals, in accordance with the RFP requirements and maintain compliance with all federal, state and local laws and regulations. The City further reserves the right to make award(s) based on initial proposals submitted without further discussion of the proposals or deliberation. Therefore, the proposals should be submitted initially on the most favorable terms that the offerors can propose with respect to both price and technical capability. The contents of the proposal(s) of the selected offeror(s), as negotiated, will be incorporated and made a part of any City contractual obligation when the award(s) is made. Proposals will be initially evaluated on the basis of the written material provided, with clarifications requested as needed by the Office of the Purchasing Agent.

U. Protests:

Any offeror, who desires to protest the award or decision to award a contract, shall submit the protest in writing to the City's Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Public notice of the award or the announcement of the decision to award shall be given by the City, in the manner prescribed in the terms or conditions of the RFP.

No protest shall lie for a claim that the selected offeror is not a responsible offeror.

Notwithstanding the requirements specified herein, the written protest shall be addressed to the City's Purchasing Agent and shall include the basis for the protest and the relief sought to be considered valid. The City shall issue a decision in writing stating the reasons for the action taken. This decision shall be final unless the offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in City Code §33.1-106. Nothing in this subsection shall be construed to permit an offeror to challenge the validity of the terms or conditions of the RFP. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this chapter shall not be affected by the fact that a protest or appeal has been filed.

V. Cooperative Agreement:

This solicitation is being conducted under the provisions of § 2.2-4304 of the Virginia Public Procurement Act, "Cooperative Procurement", as stated, a public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was being conducted on behalf of other public bodies.

If authorized by the Offeror(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms.

Any jurisdiction using such contracts shall place its own orders(s) directly with the successful Contractor(s). The City of Norfolk acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions.

It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s).

SECTION III– PROPOSAL SUBMITTAL REQUIREMENTS

A. GENERAL

Proposals must be submitted in hard copy, ONE (1) fully executed copy of RFP cover page for this solicitation, which shall be the first page in the first section of the Proposal. The copy of the Proposal Form in the Proposal marked "ORIGINAL", shall include an original longhand signature. The additional copies required herein may be photocopies of the original. Copies shall not deviate in any way from the original.

The offeror's proposal shall address the below areas, not exceeding the stated page limitations (if any). The proposal shall be limited to a page size of 8 ½" x 11", single space and type size shall not be less than 10 point font for each response item. Note: for page-counting purposes, a page equals a one-sided sheet. If a page limit is not noted within the section below there is no page limit.

Offerors shall submit their proposals with the required information in the order listed below. Additional instructions are in the Instructions to Offerors section of this solicitation.

B. PROPOSAL STANDARDS

Proposal submitted in response to this solicitation shall meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors and shall be submitted in a format outlined herein. Whenever possible, proposals submitted in response to this solicitation shall comply with the following guidelines:

All copies shall be printed on **at least thirty percent (30%) recycled-content** and/or tree-free paper;
All copies shall be double-sided;

Covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of pages (proposals with glued bindings that meet all other requirements are acceptable);

The use of plastic covers or dividers should be avoided;

Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided; and
Numbered tabs and dividers are required for each of the sections listed and in the order below:

- I. RFP COVER PAGE
- II. EXECUTIVE SUMMARY
- III. EXPERIENCE IN PROVIDING SIMILAR SERVICE
- IV. APPROACH AND CAPACITY
- V. REFERENCES
- VI. PRICING
- VII. EXCEPTIONS TO THE CITY'S CONTRACTUAL TERMS AND CONDITIONS

C. UNNECESSARILY ELABORATE RESPONSES

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the respondent's lack of cost consciousness. Elaborate or expensive art work, paper, bindings, and visual and other presentations are neither necessary at this time nor desired by the City.

D. PROPOSAL SUBMISSION

One (1) proposal with a Proposal Cover Page containing an original longhand signature, and five (5) additional copies, each including a photocopy of the original signed Proposal Cover Page (six (6) copies total), and six (6) electronic CD copies, shall be submitted by hand in a sealed envelope no later than the time and date deadline specified in this solicitation to:

City of Norfolk, Virginia

Office of the Purchasing Agent
Suite 250
232 E. Main Street
Norfolk, Virginia 23510

Timely submission of the proposal is solely the responsibility of the offeror. Proposals received after the specified date and time will be rejected. The exterior of the envelope or package shall indicate the name of the offeror, the scheduled proposal submission date and time, and the number of the solicitation. The time and date of receipt shall be indicated on the envelope or package by the Office of the Purchasing Agent. Proposals not submitted in the number of copies requested are subject to immediate rejection. Proposals submitted by facsimile or electronically will not be accepted.

Failure to submit a proposal with a fully-completed RFP Cover Page using the Cover Page provided in this solicitation shall be cause for rejection of the proposal. The Cover Page must be signed by a person authorized to legally bind the offeror.

Modification of or additions to any portion or terms of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive.

Proposals and all documents related to this solicitation submitted to the City by an offeror or a prospective offeror shall, upon receipt by the City, become the property of the City.

Offerors shall respond to this RFP with written proposal in the format outlined below. The proposal shall include as a minimum of the following sections, each under separate tabs:

I. RFP COVER PAGE

Offerors shall complete the first page of the RFP, sign and submit with their proposal.

II. INTRODUCTION OF OFFEROR

The Offeror's proposal shall contain an executive summary that summarizes their overall capabilities and approaches for accomplishing the services specified herein. This summary shall also identify anticipated challenges and/or barriers to completion, cost saving opportunities and other creative approaches.

III. EXPERIENCE IN PROVIDING SIMILAR SERVICE

Offerors shall demonstrate their past experience with the scope of service:

List and provide examples of a minimum of three (3) and a maximum of ten (10), past agencies where you have provided the same type of service within the last five years from the date of this RFP. Limit the number of pages to two (2) pages per project.

IV. APPROACH AND CAPACITY

Offeror shall detail the proposed approach to provide the requested services and capacity of current or future staff to meet the demands of the City. Provide the credentials of the key program staff members and the manager's portfolio of experience. Provide an organizational chart that describes the division of responsibility among the members of the staff. Provide all relevant certifications. Include the names of subcontractors. Include the following information for each proposed subcontractor: Identification of subcontractors, their areas of expertise, and a description of how they will be used in performance of the services.

Describe any other programs, benefits, or business enhancements that will be provided to the department of Civic Facilities and the City of Norfolk.

V. REFERENCES

Provide names, addresses and telephone numbers of at least three (3) jurisdictions for whom your agency provided services as requested above in the past two (2) years, from the date of issuance of this RFP. At a minimum, offerors shall provide the following information: Name of an individual from that jurisdiction that can provide information regarding the quality of services provided by your firm;
Contact person's email address, and phone number; and
Description of the services provided by your firm for the client.

VI. PRICING (Separate sealed envelope)

Provide pricing in the Attachment H, "Pricing Table." The City reserves the right to award to one or more offerors. The pricing total for 5 years per service will then be used in a calculation to obtain up to 20 points.

VII. EXCEPTIONS TO THE CITY'S CONTRACTUAL TERMS AND CONDITIONS

Identify any exceptions to the City's Contractual Terms and Conditions, including any proposed revision(s), and an explanation of why any such revision is needed. NOTE: review of exceptions to the City's Contractual Terms and Conditions will not be performed during the evaluation of written proposal, and is therefore not part of the evaluation criteria for review of written proposals.

E. Proposal Evaluation Process:

Evaluation of proposals will be under the complete jurisdiction of the City. It is the intent of this RFP that all services be prepared complete in all respects without need by the City for engaging separate technical expertise of services. Upon receipt of the proposals, the City will evaluate all materials submitted by responding firms and rank the proposals using the following 100-point scale:

Criterion	Points
Introduction to Offeror	20
Experience Providing Similar Services	30
Approach and Capacity	30
Price	20
TOTAL	100

Pricing will be evaluated objectively. Evaluation committee members will evaluate Introduction, service approach and understanding the scope, qualifications and experience. The City will compute the total of 20 points for pricing with the following equation:

lowest/individual totals = X
X(.20)
= point number received for price

F. Presentation Preparation:

If, in the City's opinion, offeror presentations or demonstrations of the proposal are warranted, the City will notify the selected offerors. Such presentation or demonstration will be at a City site at a date and time mutually agreed to between the City and offeror and travel will be at the offeror's expense.

G. Preparation of Proposals:

In presenting their proposals, offerors are encouraged to be thorough in addressing the specific requirements and scope of work in the RFP, the Proposal Submittal Requirements, and the Preparation of Proposals items outlined in this RFP.

It is solely the offeror's responsibility to ensure that all pertinent and required information is included in its proposal. Failure to adhere to the described format and to include the required information could result in disqualification or a poor evaluation of the offeror's proposal. The City reserves the right to determine if a proposal is incomplete or non-responsive. Each element should be completed and omissions shall be explained. Exceptions/Alternatives - Detail any exceptions taken to the Scope of Services or any other provision of this RFP under TAB 5. For each exception, offeror will specify the RFP page number, section number, and the exception taken. Offeror must not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this RFP.

H. Cost incurred in Responding:

This RFP does not commit the City to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

Attachment A: Anti-Collusion Statement

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of _____ (name of offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned offeror hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: _____

Name: _____

Title: _____

Date: _____

Remaining page intentionally left blank.

Attachment B: Ethics in Public Contracting

Sec. 33.1-86. Purpose (Virginia Code §2.2-4367).

The provisions of this chapter supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act [Virginia Code § 2.1-347 to § 2.1-358], the Virginia Governmental Frauds Act [Virginia Code Sec. 18.2-498.1 to Sec. 18.2-501], and statutory prohibitions against bribery [Virginia Code § 18.2-438 to §. 18.2-450]. The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act. (Ordinance No. 34,573, 2, 8/1/87).

Sec. 33.1-87. Proscribed participation by public employees in procurement transactions (Virginia Code §2.2-4369) (Ord. No. 34,573, 2, 8/1/87).

No public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the City when the employee knows that:

1. The employee is contemporaneously employed by a offeror involved in the procurement transaction; or
2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a offeror such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with an offeror.

Sec. 33-1-88. Solicitation or acceptance of gifts (Virginia Code §2.2-4371).

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from an offeror or sub-successful offeror any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The City may recover the value of anything conveyed in violation of this section.

Sec. 33.1-89. Disclosure of subsequent employment (Virginia Code §2.2-4370).

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any offeror with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the City unless the employee, or former employee, provides written notification to the City manager prior to commencement of employment by that offeror.

Sec. 33.1-90. Gifts by Offerors, or Sub-Successful offerors (Virginia Code §2.2-4371).

No Offeror or sub-successful offeror shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is exchanged.

Sec. 33.1-91. Kickbacks (Virginia Code §2.2-4372).

1. No offeror or sub-successful offeror shall demand or receive from any of his suppliers or his sub-successful offeror, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

2. No offeror or sub-successful offeror or supplier shall make, or offer to make, kickbacks as described in this section.

3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

4. If an offeror or sub-successful offeror or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the City and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

Sec. 33.1-92. Purchase of building materials, supplies or equipment from architect or engineer prohibited (Virginia Code §2.2-4374).

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the City shall be sold by or purchased from any person employed as an independent successful offeror by the City to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

Sec. 33.1-93. Penalty for violation (Virginia Code §2.2-4377).

Willful violation of any provision of this article shall constitute a class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

Initial: _____

Remaining page intentionally left blank.

Attachment C: Nondiscrimination

Sec. 33.1-53. Employment discrimination by offeror prohibited (Virginia Code §2.2-4311)

Every contract over \$10,000 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the offeror agrees as follows:

a. The offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the offeror. The offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror, will state that such offeror is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1. The offeror will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-successful offeror or offeror.

Initial: _____

Remaining page intentionally left blank.

Attachment D: Debarment Certification

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

I. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its Principals—

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; City’s; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

II. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this RFP. However, the certification will be considered in connection with a determination of the offeror’s responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. **NOTICE.**

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Date: _____

Attachment E: Compliance with Federal Immigration Law

1. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that -

The offeror or any of its Principals at all times during which any term of the contract is in effect,
(Please fill in with your enterprise's complete name)

_____ does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

2. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

3. NOTICE.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment F: Compliance with State Law – Authorization to Transact Business in the Commonwealth of Virginia

I. CERTIFICATION.

A. The offeror (Please fill in with your enterprise's complete name)

_____ certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to offeror by the State Corporation Commission:

B. Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

II. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Signature: _____

Name: _____

Title: _____